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BILL NO. S-96-05-04

SPECIAL ORDINANCE NO. S- 37-96

AN ORDINANCE approving Resolution #528-1994 - Sewer Contract for Hacienda Village Phase II Section II between Earth Construction Co., Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Resolution #528-1994 - Sewer Contract for Hacienda Village Phase II Section II by and between Earth Construction Co., Inc. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works, is hereby ratified, and affirmed and approved in all respects, respectfully for:

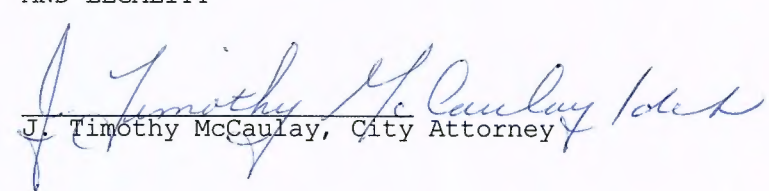
as described per Resolution #528-1994, attached hereto and made a part herof;

involving a total cost of Three Hundred Thirty-Five Thousand Eight Hundred One and 20/100 Dollars (\$335,801.20). Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCaulay, City Attorney

HACIENDA VILLAGE SANITARY SEWER
PHASE II - SECTION II
RESOLUTION 528-1994

RESOLVED by the Board of Public Works that: The construction of a sanitary sewer intended and adapted for local use by the property holder(s), whose property abuts thereon and for receiving sewage from collateral drains be and the same is hereby ordered in and along the following described locations:

LATERAL #1-A

Beginning at an existing sanitary sewer manhole on Spanish Trail 350± L.F. South of Stellhorn Road; Thence Easterly serving the properties of 4312 Spanish Trail; 8536, 8560, 8604, 8628, and 8634 Stellhorn Road; 4231 Cadena Court; 8519, 8521, 8543 and 8603 Fiesta Way.

LATERAL #1-B

Beginning at an existing sanitary sewer manhole in an easement near the Southeast corner of 8728 Stellhorn Road; Thence Westerly serving the property at 8728 Stellhorn Road.

LATERAL #1-C

Beginning at an existing sanitary sewer manhole on Spanish Trail 350± L.F. South of Stellhorn Road; Thence Westerly serving the properties of 4227 and 4311 Spanish Trail; 8438, 8416, 8360, 8302 and 8232 Stellhorn Road.

LATERAL #1-D

Beginning at an existing sanitary sewer manhole in an easement near the Northwest corner of 8757 Stellhorn Road; Thence Easterly serving the properties of 8815, 8839, 8859, 8911, 8931 and 8951 Stellhorn Road.

LATERAL #2

Beginning at an existing sanitary sewer manhole on Spanish Trail near the Northwest corner of 4050 Spanish Trail; Thence Easterly along Encanto Way serving the properties of 4050 Spanish Trail; 8515, 8524, 8527, 8536, 8539, 8609, and 8621 Encanto Way.

LATERAL #3

Beginning at an existing sanitary sewer manhole on Spanish Trail near the Northwest corner of 8510 Fiesta Way; Thence Easterly along Fiesta Way serving the properties of 8520, 8532, 8544, 8604 and 8612 Fiesta Way.

Said sewer, with all its appurtenances shall be constructed in accordance with City of Fort Wayne Sewer Utility Standards and Specifications.

The cost of said sanitary sewer improvement shall be paid by the benefitted property owner(s) and by the City of Fort Wayne through its Sewer Utility Fund all in accordance with Resolution No. 78-34-4.

ADOPTED this 12 day of OCTOBER, 1994.

BOARD OF PUBLIC WORKS

By Linda Buskirk
Linda Buskirk, Chairman

By C. James Owen
C. James Owen, Member

By _____

ATTEST: Patricia J. Crick
Patricia Crick, Clerk

This instrument prepared by: Patrick W. Callahan, Assistant Chief
Engineering/Sanitary

**CONSTRUCTION CONTRACT
HACIENDA VILLAGE PHASE II SECTION II
RESOLUTION 528-1994**

BOARD ORDER NO. 142-94

WORK ORDER NO. 74039

THIS CONTRACT made and entered into this 24th day of April 1996, by and between **Earth Construction, Inc.** hereinafter called **CONTRACTOR** and the **City of Fort Wayne, Indiana**, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works, herein called **OWNER**;

WITNESSETH, that the **CONTRACTOR** and the **OWNER**, for the considerations hereinafter named, agree as follows:

ARTICLE I: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following combination sewer:

LATERAL #I-A

Beginning at an existing sanitary sewer manhole at the intersection of Cadena Court and Fiesta Way; thence northerly along Cadena Court serving the properties of 4231 Cadena Court and 4230 Cadena Court.

LATERAL #I-B

Beginning at an existing sanitary sewer manhole on Spanish Trail 350± L.F. South of Stellhorn Road; thence Easterly serving the property of 4312 Spanish Trail.

LATERAL I-C

Beginning at an existing sanitary sewer manhole on Spanish Trail 350± L.F. South of Stellhorn Road; thence Westerly serving the properties of 4227 and 4311 Spanish Trail; 8438, 8416, 8360, 8302 and 8232 Stellhorn Road.

LATERAL I-D

Beginning at an existing sanitary sewer manhole in an easement near the Northwest corner of 8757 Stellhorn Road; thence Easterly serving the properties of 8815, 8839, 8859, 8911, 8931 and 8951 Stellhorn Road.

LATERAL #I-E

Beginning at a proposed sanitary sewer manhole on the South side of Stellhorn Road near the Northeast corner of 8728 Stellhorn Road; thence Westerly serving the properties of 8720, 8634, 8628, 8604, 8560 and 8536 Stellhorn Road.

LATERAL #2

Beginning at an existing sanitary sewer manhole on Spanish Trail near the Northwest corner of 4050 Spanish Trail; thence Easterly along the Encanto Way serving the properties of 4050 Spanish Trail; 8515, 8524, 8527, 8536, 8539, 8609 and 8621 Encanto Way.

LATERAL #3

Beginning at an existing sanitary sewer manhole on Spanish Trail near the Northwest corner of 8510 Fiesta Way; thence Easterly along Fiesta Way serving the properties of 8519, 8520, 8531, 8532, 8543, 8544, 8603, 8604 and 8612 Fiesta Way.

all according to Res. #528-1994 Drawing No. SY11319 Sheets 1-13 and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT PRICE

The **OWNER** shall pay **CONTRACTOR** for the performance of the contract the unit price sum of Three Hundred Thirty-Five Thousand Eight Hundred One and 20/100 (\$335,801.20) Dollars. In the event the amount of work is increased or decreased by **OWNER**, the contract sum shall be increased or decreased according to the unit price schedule set forth in the **CONTRACTOR'S** proposal.

ARTICLE 3: PROGRESS PAYMENTS AND RETAINAGE

The **CONTRACTOR** may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, the Board will make payments for such work performed and completed. However, in any such case, the Board will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with the E.B.E. Rider attached to this contract. Payments to the contractor are not to exceed 90% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

If the contract is in excess of \$100,000 the contract will be subject to the standard Board of Public Works escrow agreement.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract, including the E.B.E. Rider, is fully performed. Payments to the **CONTRACTOR** are not to exceed 90% of the total contract amount until the **OWNER** has verified that the **CONTRACTOR** has made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider attached hereto.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the **OWNER** to promptly make such inspection, and will direct the Contract Compliance Department of the **OWNER** to make a final recommendation on whether the **CONTRACTOR** made good faith efforts to attain the E.B.E. goal stipulated in the E.B.E. Rider.

When the Engineering Department finds the work acceptable under the contract and the contract is fully performed, it shall so inform the Board of Public Works. Likewise, when the Contract Compliance Department determines that the **CONTRACTOR'S** efforts constitute good faith efforts to attain the E.B.E. goal as agreed in the E.B.E. Rider, it shall so inform the Board of Public Works through an E.B.E. Compliance Final Report.

Upon receiving both the Engineering Department's and the Contract Compliance Department's recommendations, the Board of Public Works shall issue a final certificate stating that the work provided for in this Contract has been completed and accepted, and further stating that the E.B.E. Rider goal has been met. Thereupon, the entire balance of the contract sum shall be due and payable to the **CONTRACTOR**; provided only that the **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

In the event that the Board of Public Works determines that good faith compliance with the E.B.E. Rider has not occurred, appropriate reduction in the final payment will be made pursuant to paragraph 6 of the E.B.E. Rider attached hereto. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in

accordance with the Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages or injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any subcontractor or subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NON-DISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana, as General Ordinance No. G-34-78 (as amended) on December 12, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: REQUIRED WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids, for Contract No. 528-1994
- b. Instructions to Bidders for Contract No. 528-1994
- c. Contractor's Proposal dated
- d. Fort Wayne Engineering Department Drawing No. SY-11319
- e. Supplemental Specifications for Contract No. 528-1994
- f. Workmen's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended)

- h. Performance and Guaranty Bond
- l. Labor and Material Payment Bond
- j. Minority/Female Employment Hourly Utilization
- k. Right-of-Way Cut Permit
- l. Comprehensive Liability Insurance Coverage
- m. EBE Rider

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this Contract, the **CONTRACTOR** shall furnish a Performance and Guaranty bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER** within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within 150 consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This agreement, although executed on behalf of the **OWNER** by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

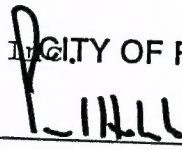
ARTICLE 14:

This contract is governed by the Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR: Earth Construction, Inc. CITY OF FORT WAYNE

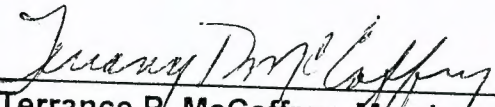
By 
Michael C. Evertson, President

By 
Paul Helmke, Mayor

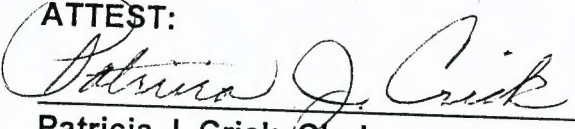
BOARD OF PUBLIC WORKS


Linda Buskirk, Chairman
Board of Public Works


C. James Owen, Member


Terrance P. McCaffrey, Member

ATTEST:

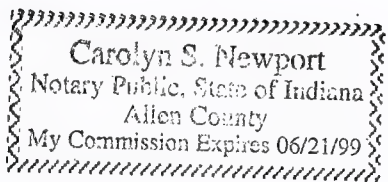

Patricia J. Crick, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared Paul Helmke, Mayor; Linda Buskirk, C. James Owen, and Terrance P. McCaffrey all as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 25 day of April 1996.



Carolyn S. Newport
Notary Public

Printed Name of Notary

A Resident of _____ County

My Commission Expires:

ACKNOWLEDGEMENT

STATE OF INDIANA)
)SS
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public, in and for said County and State personally appeared Michael C. Everttson who acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and seal this 18th day of April 1996.



Notary Public

Philip D. Shockney

Printed Name of Notary

A Resident of Dekalb County

My Commission Expires:

February 08, 1997

This instrument prepared by:
Patrick W. Callahan
Manager/WPC Engineering

APPROVED BY THE Common Council of the City of Fort Wayne, Indiana, on the ___ day of _____ 1996.

SPECIAL ORDINANCE: _____

E.B.E. RIDER

THIS AGREEMENT made and entered into by and between the CITY OF FORT WAYNE, hereinafter referred to as "Owner" and Earth Construction, Inc.
_____ hereinafter referred to as "Contractor",

WITNESSETH:

WHEREAS, Contractor is the apparent low bidder on construction project commonly referred to as the Hacienda Village Phase II Section II
Resolution _____ which project was bid under Resolution Number 528-1994; and,

WHEREAS, Contractor agrees that the goal for qualified Emerging Business Enterprises, hereinafter sometimes referred to as "E.B.E.'s" as subcontractors on this project is 10% of the contract amount; and,

WHEREAS, Owner has, pursuant to Executive Order 90-01, adopted a goal of at least 10% of the contract amount to Emerging Business Enterprises as defined under said Executive Order; and,

WHEREAS, said Executive Order states:

"Section 2, Paragraph C. Each contractor shall be required to make a good faith effort to subcontract 10% of the contract amount to Emerging Business Enterprises on each construction contract he/she is awarded. In the event a contractor is unable to subcontract 10% of the contract amount or secure the services of an Emerging Business Enterprise, he/she will be required to submit a completed Request for Waiver form on

which he/she will provide a written description of the efforts taken to comply with the participation goals."

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements hereinafter contained, the sufficiency of which consideration is hereby acknowledged, the parties hereto agree as follows:

1. Conditional Award. Subject to approval by the Common Council of the City of Fort Wayne as stipulated in the construction contract to which this Rider is attached, Owner awards the construction contract to the Contractor.
2. E.B.E. Retainage Requirements. If the contractor is in compliance with the provisions of the construction contract to which this Rider is attached, the Owner will make payments for such work performed and completed. However, in any such case, the Owner will retain ten (10%) percent of the total amount owing to insure satisfactory completion of the contract and to insure contractor's compliance with this E.B.E Rider. Upon final inspection and acceptance of the work, and determination by the Fort Wayne Board of Public Works that the contractor has made a good faith effort to subcontract 10 % of the contract amount to emerging business enterprises, the contractor will be paid in full.

In the event there is a determination that good faith compliance with this E.B.E. Rider has not occurred, appropriate reduction in the final payment pursuant to paragraph 6 of this E.B.E. Rider will be made.

If the contract is in excess of \$100,00 the contract will be subject to the Standard

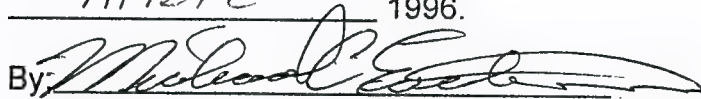
Board of Public Works escrow agreement. However, payments to the CONTRACTOR are not to exceed 90% of the total contract amount until the OWNER has verified that the CONTRACTOR has made good faith efforts to attain the E.B.E. goal stipulated in this E.B.E. Rider. Payment of the final 10% of the total contract amount will be dependent upon good faith efforts to comply with this E.B.E. Rider, and subject to reduction in the event of non-compliance as provided in paragraph 6 of this E.B.E. Rider.

3. Request for Waiver. If at the time final payment application is made, contractor has not attained the 10% E.B.E. goal, contractor shall file with the final payment application a "Request for Waiver." Said Request for Waiver shall contain a written description of the efforts taken by Contractor to attain the 10% E.B.E. goal.
4. Determination of Waiver Requests. The Contract Compliance Department of the City of Fort Wayne shall examine all Requests for Waiver to determine if Contractor's efforts constitute good faith efforts to attain such goal and shall submit recommendations concerning said Requests for Waiver for the final determination of the Board of Public Works of the City of Fort Wayne.
5. Good Faith Per Se. In any case, a contractor shall be deemed to have made good faith efforts at compliance where E.B.E.'s have been subcontracted for every sub-contract for which there are qualified E.B.E.'s available.
6. Consequence of Non-Compliance. In the event the Board of Public Works approves a recommendation that contractor failed to make good faith efforts at compliance, the contract shall be reduced by the amount calculated as the

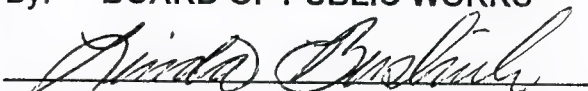
difference between 10% and the percentage level met. Said amount shall be added to the City of Fort Wayne E.B.E. Bond Guarantee Fund and contractor agrees to accept the reduced amount as full payment under the terms of his/her contract.

7. Waiver Approved. In the event the Board of Public Works determines that a good faith effort to comply with this E.B.E. Rider has been made, the contract shall not be reduced, and the balance owing to the contractor shall be paid in full.

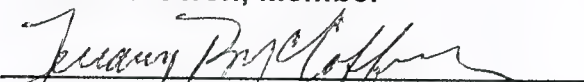
IN WITNESS WHEREOF, the parties have executed this E.B.E. Rider this 24 day of APRIL 1996.

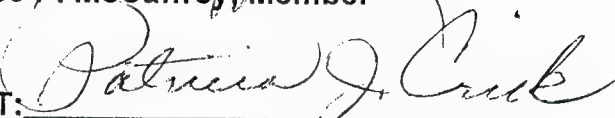
By: 
Contractor Michael C. Evertson, President

By: BOARD OF PUBLIC WORKS


Linda Buskirk, Chairman Board Public Works


C. James Owen, Member


Terrance P. McCaffrey, Member

ATTEST: 
Patricia J. Crick, Clerk

MEMORANDUM

TO: Common Council Members

FROM: Patrick W. Callahan, Manager *PWC*
Water Pollution Control Engineering

DATE: April 29, 1996

RE: *Introduction of contract for Hacienda Village Phase II
Section II, Sanitary Sewer Ext.*

This project was initiated because of an annexation commitment between the City of Fort Wayne and Hacienda area residents. With the execution of this phase of the contract, approximately 75% of the homes in the Hacienda area will have availability to City sanitary sewers.

The work covered by this contract:

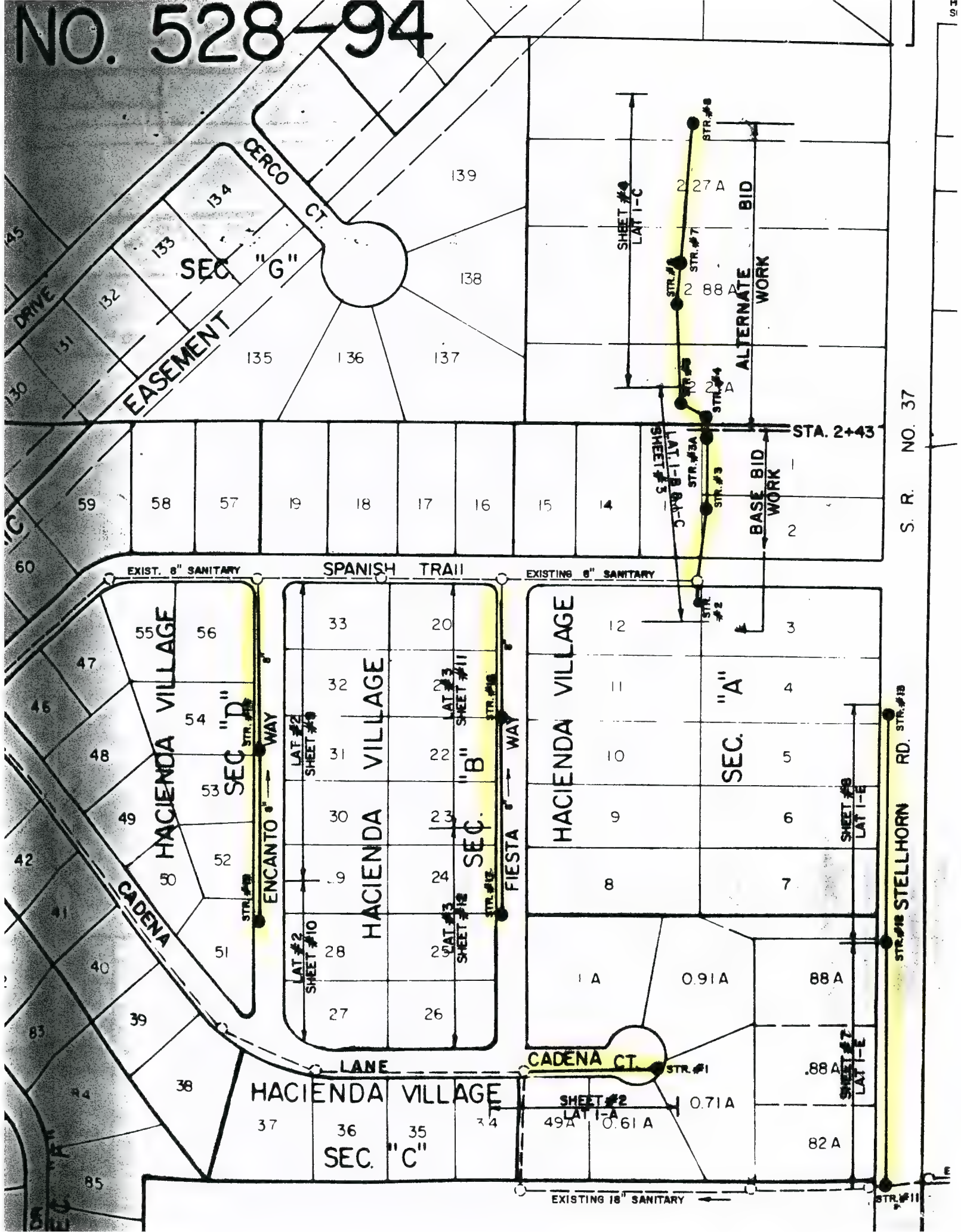
The area is bounded on the North by Stellhorn Road, on the West by Goeglein Road, on the East by the East boundary of Hacienda Village Section "C," and on the South by Trier Road. (See attached maps.) There will be approximately 3600' of sewer installed.

Said sewer shall be 8" (PVC SDR 35) in diameter.

The project was advertized March 8th and March 15th, 1996, with bids received March 27th, 1996. The Contract for Resolution 528-1994 Hacienda Village Phase II, Section II Sanitary Sewer was awarded to Earth Construction in the amount of \$335,801.20. This was approximately 9% below the engineer's estimate of \$375,630.

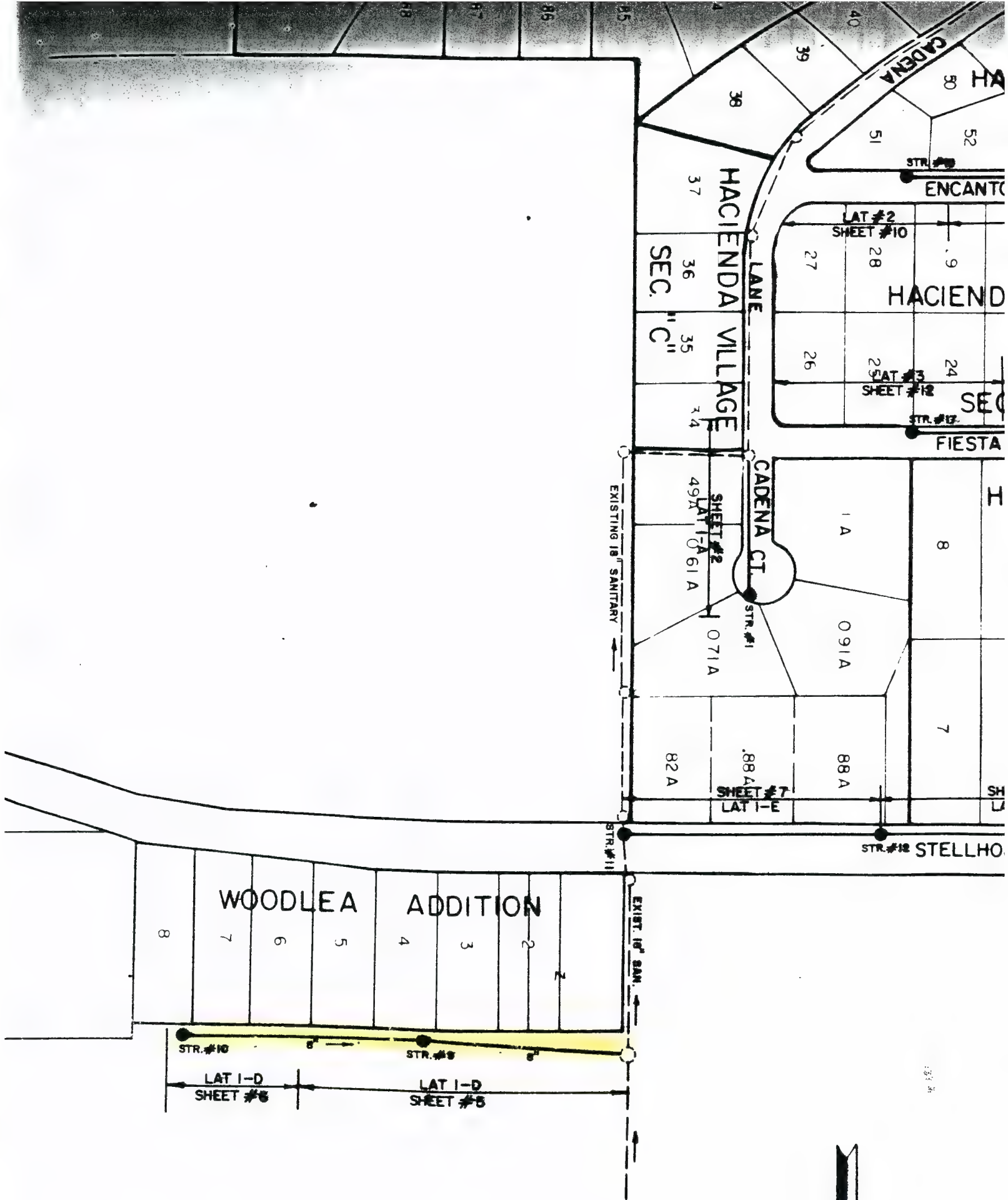
The cost of said improvements will be borne by the affected property owners and Water Pollution Control utility revenues.

NO. 528-94



S. R. NO. 37

STELLHORN RD.



HACIENDA VILLAGE SANITARY SEWER PHASE II - SECTION II

RESOLUTION 528-1994

BID OPENING DATE: MARCH 27, 1996

ITEM DESCRIPTION		QTY	UNIT	ENGINEER'S ESTIMATE		EARTH CONSTRUCTION		BERCOT, INC.		LIBERTY CONSTRUCTION	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
1	8" DIA. PVC PIPE	3105	LF	\$75.00	\$232,875.00	\$50.00	\$155,250.00	\$80.40	\$249,642.00	\$75.00	\$232,875.00
2	6" DIA. PVC PIPE	810	LF	\$25.00	\$20,250.00	\$25.00	\$20,250.00	\$28.90	\$23,409.00	\$24.00	\$19,440.00
3	CFW STD M.H. TYPE I-A	11	EA	\$2,000.00	\$22,000.00	\$8,100.00	\$89,100.00	\$1,551.00	\$17,061.00	\$1,700.00	\$18,700.00
4	CFW STD CLEANOUT - H	1	EA	\$700.00	\$700.00	\$250.00	\$250.00	\$385.00	\$385.00	\$350.00	\$350.00
5	8" X 8" X 6" TEE OR WYE	35	EA	\$155.00	\$5,425.00	\$40.00	\$1,400.00	\$67.00	\$2,345.00	\$100.00	\$3,500.00
6	12" DIA. CMP	262	LF	\$30.00	\$7,860.00	\$10.00	\$2,620.00	\$16.50	\$4,323.00	\$15.00	\$3,930.00
7	METAL END SECTION	6	EA	\$250.00	\$1,500.00	\$55.00	\$330.00	\$40.00	\$240.00	\$150.00	\$900.00
8	SEPTIC TANK DRAIN LINE	300	LF	\$11.00	\$3,300.00	\$22.00	\$6,600.00	\$7.00	\$2,100.00	\$12.00	\$3,600.00
9	STREET RESTORATION	1	LS	\$18,000.00	\$18,000.00	\$13,000.00	\$13,000.00	\$8,520.00	\$8,520.00	\$20,700.00	\$20,700.00
10	DRIVEWAY RESTORATION	1	LS	\$15,000.00	\$15,000.00	\$8,700.00	\$8,700.00	\$4,800.00	\$4,800.00	\$13,200.00	\$13,200.00
11	YARD/SIDE DITCH RESTORATION	1	LS	\$7,000.00	\$7,000.00	\$11,800.00	\$11,800.00	\$13,490.00	\$13,490.00	\$15,000.00	\$15,000.00
12	PINE TREE REMOVAL	2	EA	\$500.00	\$1,000.00	\$1,300.00	\$2,600.00	\$287.50	\$575.00	\$375.00	\$750.00
SUB-TOTAL BASE BID					\$334,910.00		\$311,900.00		\$326,890.00		\$332,945.00
1A	8" DIA. PVC PIPE	472	LF	\$50.00	\$23,600.00	\$19.60	\$9,251.20	\$40.50	\$19,116.00	\$65.00	\$30,680.00
2A	8" DIA. D.I.P. CLASS 350	70	LF	\$50.00	\$3,500.00	\$29.00	\$2,030.00	\$84.30	\$5,901.00	\$50.00	\$3,500.00
3A	6" DIA. PVC PIPE	40	LF	\$25.00	\$1,000.00	\$13.00	\$520.00	\$16.00	\$640.00	\$24.00	\$960.00
4A	CFW STD M.H. TYPE I-A	5	EA	\$1,500.00	\$7,500.00	\$1,000.00	\$5,000.00	\$1,429.00	\$7,145.00	\$1,350.00	\$6,750.00
5A	8" X 8" X 6" TEE OR WYE	4	EA	\$155.00	\$620.00	\$25.00	\$100.00	\$67.00	\$268.00	\$100.00	\$400.00
6A	YARD/DITCH RESTORATION	1	LS	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$2,458.00	\$2,458.00	\$4,500.00	\$4,500.00
7A	ELM TREE REMOVAL	2	EA	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$870.00	\$1,740.00	\$750.00	\$1,500.00
SUB-TOTAL ALTERNATE BID					\$40,720.00		\$23,901.20		\$37,268.00		\$48,290.00
TOTAL BASE AND ALTERNATE BID					\$375,630.00		\$335,801.20		\$364,158.00		\$381,235.00

Read the first time in full and on motion by Lunsey,
and duly adopted, read the second time by title and referred to the
committee on City of Fort Wayne (and the City Plan Commission
or recommendation) and Public Hearing to be held after due legal notice, at
the Common Council Council Conference Room 128, City-County Building, Fort
Wayne, Indiana, on _____, the _____ day of _____
_____ M., E.S.T.

DATED: 5-14-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Hall,
and duly adopted, placed on its passage. PASSED 10:00
by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BENDER	<u>✓</u>			
CRAWFORD	<u>✓</u>			
EDMONDS				<u>✓</u>
HALL	<u>✓</u>			
HAYHURST	<u>✓</u>			
HENRY	<u>✓</u>			
LUNSEY				<u>✓</u>
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			

DATED: 5-28-96

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 2-37-96
on the 28th day of May, 1996

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
DD Schmidt
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 29th day of May, 1996,
at the hour of 11:00 o'clock PM, E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 30th day of May,
1996, at the hour of 10:00 o'clock PM, E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

DIGEST STREET

TITLE OF ORDINANCE: Sewer Contract 528-1994, Hacienda Village Phase II Section II

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The scope of work for Sewer Contract 528-1994, Hacienda Village Phase II Section II is described as per the attached resolution. Earth Construction Co., Inc. is the contractor.

EFFECT OF PASSAGE: Sewer will be installed in Hacienda Village Phase II Section II.

EFFECT OF NON-PASSAGE: Sewer will not be installed.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$335,801.20 (Sewer Utility/Revolving Barrett Law)

ASSIGNED TO COMMITTEE (PRESIDENT): _____

BILL NO. S-96-05-04

REPORT OF THE COMMITTEE ON
CITY UTILITIES
ARCHIE L. LUNSEY - DEDE A. HALL - CO-CHAIR
ALL COUNCIL MEMBERS

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Resolution #528-1994 -
Sewer Contract for Hacienda Village Phase II Section II between Earth
Construction Co., Inc. and the City of Fort Wayne, Indiana, in connection
with the Board of Public Works.

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

DeDe Hall

Archie Lunsey

OSil

John P. Kelly

Walter A. Burt

Thomas A. Hughes

Robert G. Davis

DATED: 5-28-96

Sandra E. Kennedy
City Clerk